



International students – written agreements

This fact sheet is all about the **written agreement** between you and your education provider. Sometimes a written agreement is called an ‘enrolment agreement’ or a ‘letter of offer’.

Before you enrol with an education provider, you must accept a written agreement with it. The written agreement that you accept is a **legal contract between you and your education provider**. Education providers are not allowed to enrol international students without a written agreement.

What should be in my written agreement?

Your written agreement must:

- identify the course you are enrolling in
- outline any prerequisites, including English requirements
- outline any conditions of your enrolment
- itemise the course costs you have to pay (and the periods to which those tuition fees relate)
- itemise any non-tuition fees you may need to pay, including fees for re-assessment of assignments or exams, late payment fees, and deferral fees.
- set out the provider’s complaints and appeals processes
- set out the provider’s refund policy and the process for claiming a refund
- explain what will happen if the provider does not deliver the course
- include a statement about your right to take action under Australian consumer protection laws.

Why should I read my written agreement carefully?

It is very important to read your written agreement carefully and make sure you understand the terms and conditions of the agreement.

It is especially important to read information about payment of fees and refunds before you sign the agreement, so that you understand if the provider is likely to pursue you for any unpaid fees or charge a cancellation fee for withdrawing from the course.

It is also important to read and understand your written agreement before you make any decisions about changing or withdrawing from your course.

Contact us

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Read your written
agreement carefully
before you accept it

Keep a copy of your
written agreement,
receipts for payment,
and any other
correspondence
between you and
your education
provider and
education agent

Have you seen our
video? Scan the QR
code to watch



Should I keep a copy of my written agreement?

You must keep a copy of your written agreement. You should also keep a copy of receipts for payment, and any correspondence, including emails, to or from your provider and education agent about your enrolment.

If you do not have your written agreement, ask your provider for a copy.

Can changes be made to my written agreement?

Changes can be made to your written agreement. Both you and your provider need to agree on the changes before they take effect.

Any modifications to the written agreement should be clearly dated so that it is clear which terms apply at any point in time. You should keep a copy of any modifications to the written agreement.

Tips for students

Do

- Read your written agreement carefully before accepting it.
- Make sure you understand when and if you will be entitled to a refund.
- Find out when and if you might have to pay a cancellation fee to a provider.
- Keep a copy of your written agreement, your receipts, and any emails or correspondence you get from your provider or education agent about your enrolment.
- Pay careful attention to parts of your written agreement that refer to fees, refunds and cancellation.

Do not

- Accept your written agreement unless you understand the terms and conditions in it.
- Rely on verbal advice from education agents, education providers or others that is different to what is set out in your written agreement—if there is a dispute, your provider will look at the written agreement to work out what you are entitled to.

For more information about written agreements, see our fact sheet on fees and refunds

More information is available at ombudsman.gov.au.

Please note: This document is intended as a guide only. For this reason, the information should not be relied on as legal advice or regarded as a substitute for legal advice in individual cases. To the maximum extent permitted by the law, the Commonwealth Ombudsman is not liable to you for any loss or damage suffered as a result of reliance on this document. For the most up-to-date versions of cited Acts, please refer to the [Federal Register of Legislation](#).